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**KIRKLAND & ELLIS LLP**

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*Co-Counsel for Debtors and  
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In re:

BED BATH & BEYOND INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

**CERTIFICATE OF NO OBJECTION WITH RESPECT TO THE  
DEBTORS' NOTICE OF REJECTION OF CERTAIN EXECUTORY CONTRACTS**

<sup>1</sup> The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these chapter 11 cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is 650 Liberty Avenue, Union, New Jersey 07083.

1. On July 28, 2023, the above-captioned debtors and debtors in possession filed a Notice of Rejection of Certain Executory Contracts (the “Rejection Notice”) [Docket No. 1615].

2. The Rejection Notice is attached hereto as **Exhibit A**.

3. The proposed form of *Tenth Order Approving the Rejection of Certain Executory Contracts* (the “Proposed Order”) is attached hereto as **Exhibit B**.

4. The deadline for parties to file objections and responses to the Rejection Notice was August 7, 2023 (the “Objection Deadline”). No objections or responses to the Rejection Notice were filed on the docket on or before the Objection Deadline. Counsel to the Debtors did not receive any other informal responses on or before the Objection Deadline.

5. The Debtors request that the Court enter the attached Proposed Order at the earliest convenience of the Court.

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Dated: August 8, 2023

*/s/ Michael D. Sirota*

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**Exhibit A**

**KIRKLAND & ELLIS LLP**

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**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In re:

BED BATH & BEYOND INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

**NOTICE OF REJECTION OF CERTAIN EXECUTORY CONTRACTS**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 1 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

<sup>1</sup> The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

**PLEASE TAKE NOTICE** that on May 17, 2023, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an order on the motion (the “Motion”)<sup>2</sup> of debtors and debtors in possession (the “Debtors”), approving procedures for the rejection of executory contracts and unexpired leases and granting related relief [Docket No. 382] (the “Procedures Order”).

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by this notice (this “Rejection Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 1** attached hereto is hereby rejected effective as of the date (the “Rejection Date”) set forth in **Schedule 1**, or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors’ Chapter 11 Cases no later than ten (10) days after the date that the Debtors served this Notice and promptly serve such objection on the following parties: (i) the Debtors, Bed Bath & Beyond Inc., 650 Liberty Avenue, Union, New Jersey 07083; (ii) co-counsel to the Debtors, (A) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C., Emily E. Geier, P.C., Derek I. Hunter, and Ross J. Fiedler, and (B) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq., Warren A. Usatine, Esq., and Felice R. Yudkin, Esq.; (iii) Office of The United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, New Jersey 07102, Attn: Fran Steele, John Schanne, and Alexandria Nikolinos (Fran.B.Steele@usdoj.gov, John.Schanne@usdoj.gov, and

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<sup>2</sup> Capitalized terms used and not otherwise defined herein have the meanings given to them in the Motion.

Alexandria.Nikolinos@usdoj.gov); and (iv) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 780 3rd Ave #34, New York, NY 10017, Attn: Robert J. Feinstein, Bradford J. Sandler, Paul J. Labov and Colin R. Robinson. Only those responses that are timely filed, served, and received will be considered at any hearing.

**PLEASE TAKE FURTHER NOTICE** that, absent an objection being timely filed, the Debtors may include and file with the Court the above-described Contract(s) in a rejection schedule attached to the proposed form of order under a certificate of no objection, substantially in the form attached hereto as **Exhibit 1-A** (the “Rejection Order”). No Contract shall be deemed rejected absent entry of an applicable Rejection Order. The rejection of each Contract shall become effective on the applicable Rejection Date set forth in **Schedule 1**, or such other date as the Debtors and the counterparty or counterparties to such Contract agree.<sup>3</sup>

**PLEASE TAKE FURTHER NOTICE** that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or Contracts shall be rejected as of the applicable Rejection Date set forth in **Schedule 1** attached hereto or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off or recoup or otherwise use such

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<sup>3</sup> An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection Notice must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

monies without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contracts otherwise agree.

**PLEASE TAKE FURTHER NOTICE** that, absent timely objection, any personal property of the Debtors that is listed and described in **Schedule 1** attached hereto shall be deemed abandoned as of the Rejection Date.

**PLEASE TAKE FURTHER NOTICE** that to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so by the later of (a) the claims bar date established in these Chapter 11 Cases, if any, and (b) 30 days after the later of (i) the date of entry of the Rejection Order approving rejection of the applicable Contract and (ii) the Rejection Date. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE, FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.



Dated: July 28, 2023

*/s/ Michael D. Sirota*

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*Co-Counsel for Debtors and  
Debtors in Possession*

**Schedule 1**  
**Rejected Contracts**

No.	Non-Debtor Counterparty	Counterparty Address	Debtor	Contract Description	Rejection Effective Date
1	360 Project Management, LLC	125 WEST LIBERTY RD, Attn: Legal, SLIPPERY ROCK, PA 16057	Bed Bath & Beyond Inc.	Service Master Agreement dated 05/24/2021	4/23/2023
2	Ads Post X Inc	1624 Shenandoah Dr E, Attn: President, Seattle, WA 98112	Bed Bath & Beyond Inc.	Ads Post X dated Nov 18 2022	5/8/2023
3	Alteryx	17200 Laguna Canyon Road, Irvine, CA 92618	Bed Bath & Beyond Inc.	Alteryx Software License dated 09/17/2021	4/23/2023
4	APTOS INC	5505 N CUMBERLAND AVE, DEPT CH17281, SUITE 307, CHICAGO, IL 60656	Bed Bath & Beyond Inc.	Aptos Maintenance Renewal 2022 dated 06/04/2022	4/23/2023
5	ASANA INC	633 Folsom St. Suite 100, ATTN: Legal Department, San Francisco, CA 94107	Bed Bath & Beyond Inc.	Asana Enterprise Subscription dated Mar 21 2022	4/23/2023
6	BRIDGETREE LLC_MRK269814	133 North Main Street, Attn: Legal, Mooresville, NC 28115	Bed Bath & Beyond Inc.	Bridgetree, LLC MSA dated Mar 01 2016	4/23/2023
7	BRIDGETREE LLC_MRK269814	133 North Main Street, Attn: Legal, Mooresville, NC 28115	Bed Bath & Beyond Inc.	Data Processing Addendum dated Nov 11 2022	4/23/2023
8	BROWSERSTACK INC	4512 LEGACY DRIVE SUITE 100, PLANO, TX 75024	Bed Bath & Beyond Inc.	BrowserStack Subscription Renewal dated 05/20/2022	4/23/2023
9	Button, Inc	PO Box 8176, PMB 90775, ATTN: Legal, Greenwich CT 06836-8021,	Bed Bath & Beyond Inc.	Button PostTap App MSA dated Jun 30 2022	4/23/2023
10	CASE SNOW MANAGEMENT LLC	356 JOHN DIETSCH BLVD., North Attleborough, MA 02763	Bed Bath & Beyond Inc.	Case Snow Management - Facilities MSA	4/23/2023
11	CITRUS AD INTERNATIONAL INC	136 4th St North, Suite 326, 136 4th St North, Suite 326, ATTN: David Haase, St Petersburg, FL 33701	Bed Bath & Beyond Inc.	CitrusAd Retail Media Program Marketing Services Restated Agreement dated Apr 01 2022	5/8/2023
12	Clarus Direct, LLC	500 Enterprise Dr, ATTN: Legal, Rocky Hill, CT 06067	Bed Bath & Beyond Inc.	Clarus IO 2022 dated Sep 01 2022	5/8/2023
13	Concentrix	44111 NOBEL DRIVE, ATTN: DAVID ST PIERRE, FREMONT, CA 94538	Bed Bath & Beyond Inc.	Concentrix Solutions - MSA dated 03/01/2021	5/12/2023
14	Conductor, LLC	2 Park Ave 15th fl, ATTN: Legal, New York, NY 10016	Bed Bath & Beyond Inc.	Conductor - New Vendor MSA dated Jun 01 2022	4/23/2023
15	DARKTRACE	Maurice Wilkes Building Cowley Road,, ATTN: Legal, Cambridge, England	Bed Bath & Beyond Inc.	Dark Trace Agreement dated 07/01/2022	4/23/2023
16	DataChat, Inc	455 Science Drive, Suite #155, Madison, WI 53711	Bed Bath & Beyond Inc.	DataChat SaaS Agreement dated 01/03/2022	4/23/2023

17	Demar Logistics, Inc.	376 Lies Road, Attn: Gene Doerr, Carol Stream, IL 60188	Bed Bath & Beyond Inc.	Distribution Service Agreement dated 12/01/2005	5/31/2023
18	Demar Logistics, Inc.	376 Lies Road, Attn: Gene Doerr, Carol Stream, IL 60188	Bed Bath & Beyond Inc.	2022 AMENDMENT TO DISTRIBUTION SERVICE AGREEMENT dated 09/01/2022	5/31/2023
19	DOUBLEVERIFY INC	233 Spring St. 4th fl, ATTN: Legal, New York, NY 10013	Bed Bath & Beyond Inc.	Bed Bath-MSA (3)x	4/23/2023
20	DRX Works (BOX)	De Zaale 11, Attn: Legal, Eindhoven 5612AJ	Bed Bath & Beyond Inc.	Service Agreement	4/23/2023
21	ELASTICSEARCH INC	88 Kearny Street, ATTN: Legal, San Francisco, CA 94108	Bed Bath & Beyond Inc.	ElasticSearch GCP-MP Lookup Inventory Cluster dated Jul 01 2022	4/23/2023
22	ELASTICSEARCH INC	88 Kearny Street, ATTN: Legal, San Francisco, CA 94108	Bed Bath & Beyond Inc.	Cloud Addendum dated Jun 15 2022	4/23/2023
23	EPSILON DATA MANAGEMENT LLC	6021 Connection Dr, ATTN: Legal Department/Urgent, Irving, TX 75039	Bed Bath & Beyond Inc.	Epsilon PeopleCloud Digital Media Solutions dated Jan 02 2023	5/8/2023
24	Exelon Generation Company, LLC	1310 Point Street, 8th Floor, Attn: Dan Heim, Baltimore, Maryland 21231	Bed Bath & Beyond Inc.	AGREEMENT FOR THE PURCHASE AND SALE OF SOLAR RENEWABLE ENERGY CERTIFICATES dated 05/20/2020	4/23/2023
25	Exelon Generation Company, LLC	1310 Point Street, 8th Floor, Attn: Dan Heim, Baltimore, Maryland 21231	Bed Bath & Beyond Inc.	AMENDMENT NO. 1 TO AGREEMENT FOR THE PURCHASE AND SALE OF RENEWABLE ENERGY CERTIFICATES dated 06/06/2022	4/23/2023
26	FlexPrint	2845 N.OMAHA STREET, Attn: Legal, MESA, AZ 85215	Bed Bath & Beyond Inc.	Printer Maintenance - FlexPrint Managed Print Services - Canada	4/23/2023
27	FlexPrint	2845 N.OMAHA STREET, Attn: Legal, MESA, AZ 85215	Bed Bath & Beyond Inc.	Printer Maintenance - FlexPrint Managed Print Services - Harmon	4/23/2023
28	FlexPrint	2845 N.OMAHA STREET, Attn: Legal, MESA, AZ 85215	Bed Bath & Beyond Inc.	Printer Maintenance - FlexPrint Managed Print Services - Baby Canada	4/23/2023
29	FOTOCARE	41 W 22nd St, ATTN: Legal, New York, NY 10010	Bed Bath & Beyond Inc.	Fotocare image lab MSA dated Sep 01 2022	4/23/2023
30	Fresh Address, LLC	36 Crafts Street, Attn: Chief Executive Officer, Newton, MA 02458	Bed Bath & Beyond Inc.	FreshAdress: BBBY_AutoSTS DPA dated Jul 15 2022	4/23/2023
31	Hagerman & Company	PO Box 139, 505 Sunset Court, Attn: Legal, MOUNT ZION, IL 62549	Bed Bath & Beyond Inc.	Service Agreement	4/23/2023
32	IncendioWorks LLC	1314 W McDermott Dr Suite 106-720, ATTN: Legal, Allen, TX 75013	Bed Bath & Beyond Inc.	Incendio MSA dated Jun 08 2022	4/23/2023
33	INFOR (US) INC	13560 MORRIS RD, ATTN: Legal, ALPHARETTA, GA 30004	Bed Bath & Beyond Inc.	Infor Maintenance Renewal (Lawson) 2022	4/23/2023
34	J.W. Logistics Operations, LLC	3801 Parkwood Blvd., Suite 500, Attn: Legal, Frisco, Texas 75034	Bed Bath & Beyond Inc.	Distribution Service Agreement (KCM) dated 02/28/2021	5/31/2023

35	J.W. Logistics Operations, LLC	3801 Parkwood Blvd., Suite 500, Attn: Legal, Frisco, Texas 75034	Bed Bath & Beyond Inc.	2022 AMENDMENT TO DISTRIBUTION SERVICE AGREEMENT (KCM) dated 11/01/2022	5/31/2023
36	J.W. Logistics Operations, LLC	3801 Parkwood Blvd., Suite 500, Attn: Legal, Frisco, Texas 75034	Bed Bath & Beyond Inc.	Distribution Service Agreement (DAL) dated 02/28/2021	5/31/2023
37	J.W. Logistics Operations, LLC	3801 Parkwood Blvd., Suite 500, Attn: Legal, Frisco, Texas 75034	Bed Bath & Beyond Inc.	2022 AMENDMENT TO DISTRIBUTION SERVICE AGREEMENT (DAL) dated 11/01/2022	5/31/2023
38	James E. Mazzo	[Redacted]	Bed Bath & Beyond Inc.	Deferred Compensation Agreement dated 02/01/1990	4/23/2023
39	Jones Lang LaSalle Americas, Inc.	1 Meadowlands Plaza, Suite 804, Attention: David Knee, East Rutherford, NJ 07073	Bed Bath & Beyond Inc.	Exclusive Agency and Compensation Agreement – 3 Enterprise Drive, Secaucus, New Jersey dated 04/03/2023	4/23/2023
40	Jones Lang LaSalle Americas, Inc.	1 Meadowlands Plaza, Suite 804, Attention: David Knee, East Rutherford, NJ 07073	Bed Bath & Beyond Inc.	Exclusive Agency and Compensation Agreement – 1200 Springfield Road, Union dated 10/27/2022	4/23/2023
41	Jones Lang LaSalle Americas, Inc.	1 Meadowlands Plaza, Suite 804, Attention: David Knee, East Rutherford, NJ 07073	Bed Bath & Beyond Inc.	Exclusive Agency and Compensation Agreement – 1001 W Middlesex Avenue, Port Reading NJ 07064 dated 04/04/2023	4/23/2023
42	Jones Lang LaSalle Americas, Inc.	1 Meadowlands Plaza, Suite 804, Attention: David Knee, East Rutherford, NJ 07073	Bed Bath & Beyond Inc.	Exclusive Agency and Compensation Agreement – 11 Taft Road, Totowa, NJ	4/23/2023
43	Jones Lang LaSalle Brokerage, Inc.	650 S. Tryon Ste. 600, Attention: Brad Cherry, Charlotte, NC 28202	Bed Bath & Beyond Inc.	Agreement - 2436 Penny Road, Claremont, NC dated 11/14/2022	4/23/2023
44	Jones Lang LaSalle Brokerage, Inc.	650 S. Tryon Ste. 600, Attention: Brad Cherry, Charlotte, NC 28202	Bed Bath & Beyond Inc.	Service Agreement - 6120 Clinker Drive, Jurupa Valley, California dated 03/01/2023	4/23/2023
45	Jones Lang LaSalle Brokerage, Inc.	650 S. Tryon Ste. 600, Attention: Brad Cherry, Charlotte, NC 28202	Bed Bath & Beyond Inc.	Services Agreement - 2700 S. Valley Parkway, Lewisville, Texas 75067 dated 03/17/2023	4/23/2023
46	KEPLER GROUP LLC	6 East 32nd Street, 9th Floor, ATTN: Kepler Group Legal Department, New York, NY 10016	Bed Bath & Beyond Inc.	Retail-Media-Network-Kepler-Change-of-Pricing-Structure dated May 23 2022	4/23/2023
47	LINDENMEYR CENTRAL	3 Manhattanville Rd, ATTN: Legal, Purchase, NY 10577	Bed Bath & Beyond Inc.	Lindenmeyr - BBB Paper Supply and Services Agreement - final - 2.15.21 (execution copy)v2x dated Feb 15 2021	4/23/2023
48	MATTERPORT	352 E. Java Drive, ATTN: Legal, Sunnyvale, CA 94089	Bed Bath & Beyond Inc.	Matterport Inc. Director of Accounts Receivable MSA 8.17.22 dated Aug 17 2022	4/23/2023
49	Media Monks	Zemoga Inc., 120 Old Ridgefield, Attn: Nancy Glatt, Controller, Wilton, CT 06897	Bed Bath & Beyond Inc.	MM and BBB Creative Production SOW 2023 dated Apr 01 2023	4/23/2023
50	MILLER ZELL INC.	6100 Fulton Industrial Blvd SW, ATTN: Legal, Atlanta, GA 30336	Bed Bath & Beyond Inc.	Miller Zell MSA dated Jul 15 2022	4/23/2023

51	MILLER ZELL INC.	6100 Fulton Industrial Blvd SW, ATTN: Legal, Atlanta, GA 30336	Bed Bath & Beyond Inc.	Miller Zell Outsourced Services Agreement dated May 02 2022	4/23/2023
52	MIRO	RealtimeBoard Inc. dba Miro, 201 Spear Street, Suite 1100, Attention: Legal Department, San Francisco, CA 94105	Bed Bath & Beyond Inc.	MSA - BBB & Miro dated 04/05/2023	4/23/2023
53	Mobile Mini Texas Limited	PO BOX 740773, Attn: Legal, CINCINNATI, OH 45274	Bed Bath & Beyond Inc.	Master Equipment Lease Agreement dated 09/24/2021	4/23/2023
54	MOTUS LLC	60 SOUTH STREET, Attn: Legal, BOSTON, MA 02111	Bed Bath & Beyond Inc.	Motus Renewal - travel/mileage reimbursement	4/23/2023
55	MOVABLE INK	5 Bryant Park, 9th FL., ATTN: Legal, New York, NY 10018	Bed Bath & Beyond Inc.	Movable Ink Renewal dated Sep 25 2022	4/23/2023
56	MY MOVE LLC	1101 Red Venture Drive, ATTN: Legal, Fort Mill, SC 29707	Bed Bath & Beyond Inc.	MYMOVE, LLC - Moversource Platoform Insertion dated Mar 28 2022	4/23/2023
57	Ocucom Corp	333 Mamaroneck Ave., ATTN: Legal, White Plains, NY 10605	Bed Bath & Beyond Inc.	Revised MSA (ABX comments 5-21-21)x	4/23/2023
58	Oliver Wyman, Inc.	1166 6th Avenue, Attn: Legal & Retail Consumer Goods, New York, NY 10036	Bed Bath & Beyond Inc.	Services Agreement dated 07/13/2020	4/23/2023
59	Oliver Wyman, Inc.	1166 6th Avenue, Attn: Legal & Retail Consumer Goods, New York, NY 10036	Bed Bath & Beyond Inc.	Hosting, Support, Maintenance & Enhancement Agreement for Promotions Optimization Tool dated 04/10/2021	4/23/2023
60	Oliver Wyman, Inc.	1166 6th Avenue, Attn: Legal & Retail Consumer Goods, New York, NY 10036	Bed Bath & Beyond Inc.	Software Deployment, Implementation, License and Related Services Agreement dated 07/10/2020	4/23/2023
61	Omnidian, Inc	107 Spring Street , Attn: Legal, Seattle, WA 98104	Bed Bath & Beyond Inc.	Master Service Agreement dated 10/26/2022	4/23/2023
62	OPTIMINE SOFTWARE INC	400 1st avenue N, suite 525, ATTN: Legal Counsel, Minneapolis MN 55401	Bed Bath & Beyond Inc.	Amendment No. 1 to OptiMine Insight Services Agreement dated Sep 19 2022	4/23/2023
63	Outsourcing Management Limited	PO Box 1093, ATTN: Legal Counsel/Corporate Secretary, HF4 Hewanorra Freezone, Vieux Fort	Bed Bath & Beyond Inc.	Outsourcing Management Limited - MSA dated Mar 16 2023	4/23/2023
64	Ryder Integrated Logistics, Inc.	11690 NW 105 STREET, MIAMI, FL 33178	Bed Bath & Beyond Inc.	Warehouse and Logistics Services Agreement	6/15/2023
65	Pathmark Transportation	5050 Poplar Avenue, Suite 900, Attn: Wes Kraker, Memphis, TN 38157	Bed Bath & Beyond Inc.	Distribution Service Agreement dated 10/03/2014	5/31/2023
66	Pathmark Transportation	5050 Poplar Avenue, Suite 900, Attn: Wes Kraker, Memphis, TN 38157	Bed Bath & Beyond Inc.	2022 AMENDMENT TO DISTRIBUTION SERVICES AGREEMENT dated 02/14/2022	5/31/2023
67	Power Factors LLC	135 Main Street, Suite 1750, Attn: Legal, San Francisco	Bed Bath & Beyond Inc.	Data Platform Service Agreement dated 11/07/2022	4/23/2023
68	PREGO EXPO	3660 Howell Branch Court, ATTN: Juliana Geisler, Winter Park, FL 32792	Bed Bath & Beyond Inc.	Prego Expo Agreement 2023 dated Jan 01 2023	4/23/2023

69	QL2 SOFTWARE LLC	3700 O'Donnell Street, Suite 200, Attn: Legal, Baltimore, MD 21224	Bed Bath & Beyond Inc.	QL2 Software LLC- Hosted Services Agreement dated 01/15/2019	4/23/2023
70	QL2 SOFTWARE LLC	3700 O'Donnell Street, Suite 200, Attn: Legal, Baltimore, MD 21224	Bed Bath & Beyond Inc.	QL2 Software LLC- Amendment 1 to HSA dated 01/14/2021	4/23/2023
71	QUAD GRAPHICS INC	N61W23044 Harry's Way, Attn: Juan Mostek - Credit, Sussex, WI 53089	Bed Bath & Beyond Inc.	Data Processing Addendum dated Nov 15 2022	4/23/2023
72	Regional Integrated Logistics, Inc.	2321 Kenmore Ave, Attn: Legal, Buffalo, NY 14207	Bed Bath & Beyond Inc.	Distribution Service Agreement dated 04/27/2013	5/31/2023
73	Regional Integrated Logistics, Inc.	2321 Kenmore Ave, Attn: Legal, Buffalo, NY 14207	Bed Bath & Beyond Inc.	2022 Amendment to Distribution Service Agreement dated 01/20/2022	5/31/2023
74	Revionics	Aptos, Inc., 9300 Trans-Canada Highway, Suite 300, Attn: Legal, Saint-Laurent, Quebec H4S 1K5	Bed Bath & Beyond Inc.	Amendment #2 - Software Services and License Agreement Renewal dated 06/02/2022	4/23/2023
75	Rokt	Attn: Legal Department, 3 PHILLIP STREET, #11-01, ROYAL GROUP BUILDING, SINGAPORE 048693	Bed Bath & Beyond Inc.	ROKT ECOMMERCE SERVICES AGREEMENT dated May 01 2023	4/23/2023
76	Schneider Logistics Transloading & Distribution Inc.	3101 South Packerland Drive, Attn: Legal, Green Bay, WI 54313	Bed Bath & Beyond Inc.	Master Logistics Services Agreement dated 02/10/2020	5/31/2023
77	Schneider Logistics Transloading & Distribution Inc.	3101 South Packerland Drive, Attn: Legal, Green Bay, WI 54313	Bed Bath & Beyond Inc.	AMENDMENT NO. 2 TO THE MASTER LOGISTICS SERVICES AGREEMENT dated 03/22/2021	5/31/2023
78	SIRIUS COMPUTER SOLUTIONS INC	10100 REUNION PLACE, STE 500, ATTN: Legal, San Antonio, TX 78216	Bed Bath & Beyond Inc.	CROWN Template Licenses dated 07/15/2022	4/23/2023
79	Sitefolio	1037 NE 65th Street, Suite 229, Attn: Legal, Seattle, WA 98115	Bed Bath & Beyond Inc.	Subscription Agreement dated 12/18/2020	4/23/2023
80	Sitefolio	1037 NE 65th Street, Suite 229, Attn: Legal, Seattle, WA 98115	Bed Bath & Beyond Inc.	Amendment to Agreement dated 08/04/2021	4/23/2023
81	SPECIALISTS MARKETING SERVICES	777 Terrace Avenue, suite 401, ATTN: Legal Department, Hasbrouck Heights, NJ, 07604	Bed Bath & Beyond Inc.	SMS - Second Amendment to MSA dated Dec 16 2022	5/8/2023
82	SUN POWER CORPORATION, SYSTEMS	77 Rio Robles, Attention: Alex Rein, San Jose, CA 95134	Bed Bath & Beyond Inc.	AMENDED AND RESTATED SOLAR RENEWABLE ENERGY CERTIFICATE PURCHASE AND SALE AGREEMENT dated 06/26/2012	4/23/2023
83	SUN POWER CORPORATION, SYSTEMS	77 Rio Robles, Attention: Alex Rein, San Jose, CA 95134	Bed Bath & Beyond Inc.	SOLAR RENEWABLE ENERGY CERTIFICATE PURCHASE AND SALE AGREEMENT dated 12/29/2011	4/23/2023
84	United Rentals	100 FIRST STAMFORD PLACESUITE 700, Attn: Legal, STAMFORD, CT 06902	Bed Bath & Beyond Inc.	Service Agreement	4/23/2023

85	VALASSIS DIRECT MAIL INC	15955 La Cantera Parkway, Attn: Legal Department, San Antonio, TX 78256	Bed Bath & Beyond Inc.	BBB Direct Mail Order 10.15.21 - Fully Executed dated Oct 19 2021	4/23/2023
86	VALASSIS DIRECT MAIL INC	15955 La Cantera Parkway, Attn: Legal Department, San Antonio, TX 78256	Bed Bath & Beyond Inc.	BBB Direct Mail Order IHW #2 12.10 - 12.13 - Fully executed dated Oct 28 2021	4/23/2023
87	VECTOR SECURITY INC	P.O. BOX 89462, ATTN: Legal, CLEVELAND, OH 44101	Bed Bath & Beyond Inc.	Vector - Facilities MSA dated 03/16/2023	4/23/2023
88	VERINT AMERICAS INC	800 North Point Parkway, ATTN: Legal, Alpharetta, GA 30005	Bed Bath & Beyond Inc.	Verint Digital Feedback SaaS Annual Renewal dated Oct 01 2022	4/23/2023

**Exhibit 1-A**

**Proposed Rejection Order**



**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

**Caption in Compliance with D.N.J. LBR 9004-1(b)**

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

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*Co-Counsel for Debtors and Debtors in Possession*

In re:

BED BATH & BEYOND INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

**TENTH ORDER  
APPROVING THE REJECTION OF CERTAIN EXECUTORY CONTRACTS**

<sup>1</sup> The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Case is 650 Liberty Avenue, Union, New Jersey 07083.

The relief set forth on the following pages, numbered three (3) through five (5), is  
**ORDERED.**

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Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359 (VFP)

Caption of Order: Tenth Order Approving the Rejection of Certain Executory Contracts

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Upon the *Order (I) Authorizing and Approving Procedures to Reject Executory Contracts and Unexpired Leases and (II) Granting Related Relief* (the “Procedures Order”)<sup>1</sup> [Docket No. 382] of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and the Court having jurisdiction over this matter and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and the Debtors having properly filed and served a Rejection Notice on each applicable party as set forth in the Rejection Schedule, attached hereto as **Exhibit 1**, in accordance with the terms of the Procedures Order; and no timely objections have been filed to the Rejection of such Contracts; and due and proper notice of the Procedures Order and the Rejection Notice having been provided to each applicable Rejection Counterparty as set forth in the Rejection Schedule and it appearing that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Contracts listed on the Rejection Schedule attached hereto as **Exhibit 1** are rejected under section 365 of the Bankruptcy Code effective as of the later of the Rejection Date listed on **Exhibit 1** or such other date as the Debtors and the applicable Rejection Counterparty agrees; *provided, however*, that the Rejection Date for a rejection of a lease of non-residential real property shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Procedures Order.

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Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359 (VFP)

Caption of Order: Tenth Order Approving the Rejection of Certain Executory Contracts

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and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises.

2. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Contract; *provided, however*, that (i) nothing shall modify any requirement under applicable law with respect to the removal of any hazardous materials as defined under applicable law from any of the Debtors' leased premises (ii) to the extent the Debtors seek to abandon personal property that contains "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code (the "PII"), the Debtors will use commercially reasonable efforts to remove the PII from such personal property before abandonment, and (iii) within five (5) business days of filing a Rejection Notice, the Debtors will make reasonable efforts to contact any third parties that may be known to the Debtors to have a property interest in the Abandoned Property and ask such third parties to remove or cause to be removed personal property, if any, from the premises prior to the Rejection Date. Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such property without notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition. The rights of the applicable landlord to assert claims with respect to such disposition of the abandoned property are reserved, as are all parties' rights to object to such claims.

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Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359 (VFP)

Caption of Order: Tenth Order Approving the Rejection of Certain Executory Contracts

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3. Claims arising out of the rejection of Contracts, if any, must be filed in accordance with the Plan or on or before the later of (i) the deadline for filing proofs of claim established in these Chapter 11 Cases, if any, and (ii) 30 days after the later of (A) the date of entry of this Order, and (B) the Rejection Date. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these Chapter 11 Cases.

4. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order and the rejection without further order from this Court.

5. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**Exhibit 1**

**Rejection Schedule**

No.	Non-Debtor Counterparty	Counterparty Address	Debtor	Contract Description	Rejection Effective Date
1	360 Project Management, LLC	125 WEST LIBERTY RD, Attn: Legal, SLIPPERY ROCK, PA 16057	Bed Bath & Beyond Inc.	Service Master Agreement dated 05/24/2021	4/23/2023
2	Ads Post X Inc	1624 Shenandoah Dr E, Attn: President, Seattle, WA 98112	Bed Bath & Beyond Inc.	Ads Post X dated Nov 18 2022	5/8/2023
3	Alteryx	17200 Laguna Canyon Road, Irvine, CA 92618	Bed Bath & Beyond Inc.	Alteryx Software License dated 09/17/2021	4/23/2023
4	APTOS INC	5505 N CUMBERLAND AVE, DEPT CH17281, SUITE 307, CHICAGO, IL 60656	Bed Bath & Beyond Inc.	Aptos Maintenance Renewal 2022 dated 06/04/2022	4/23/2023
5	ASANA INC	633 Folsom St. Suite 100, ATTN: Legal Department, San Francisco, CA 94107	Bed Bath & Beyond Inc.	Asana Enterprise Subscription dated Mar 21 2022	4/23/2023
6	BRIDGETREE LLC_MRK269814	133 North Main Street, Attn: Legal, Mooresville, NC 28115	Bed Bath & Beyond Inc.	Bridgetree, LLC MSA dated Mar 01 2016	4/23/2023
7	BRIDGETREE LLC_MRK269814	133 North Main Street, Attn: Legal, Mooresville, NC 28115	Bed Bath & Beyond Inc.	Data Processing Addendum dated Nov 11 2022	4/23/2023
8	BROWSERSTACK INC	4512 LEGACY DRIVE SUITE 100, PLANO, TX 75024	Bed Bath & Beyond Inc.	BrowserStack Subscription Renewal dated 05/20/2022	4/23/2023
9	Button, Inc	PO Box 8176, PMB 90775, ATTN: Legal, Greenwich CT 06836-8021,	Bed Bath & Beyond Inc.	Button PostTap App MSA dated Jun 30 2022	4/23/2023
10	CASE SNOW MANAGEMENT LLC	356 JOHN DIETSCH BLVD., North Attleborough, MA 02763	Bed Bath & Beyond Inc.	Case Snow Management - Facilities MSA	4/23/2023
11	CITRUS AD INTERNATIONAL INC	136 4th St North, Suite 326, 136 4th St North, Suite 326, ATTN: David Haase, St Petersburg, FL 33701	Bed Bath & Beyond Inc.	CitrusAd Retail Media Program Marketing Services Restated Agreement dated Apr 01 2022	5/8/2023
12	Clarus Direct, LLC	500 Enterprise Dr, ATTN: Legal, Rocky Hill, CT 06067	Bed Bath & Beyond Inc.	Clarus IO 2022 dated Sep 01 2022	5/8/2023
13	Concentrix	44111 NOBEL DRIVE, ATTN: DAVID ST PIERRE, FREMONT, CA 94538	Bed Bath & Beyond Inc.	Concentrix Solutions - MSA dated 03/01/2021	5/12/2023
14	Conductor, LLC	2 Park Ave 15th fl, ATTN: Legal, New York, NY 10016	Bed Bath & Beyond Inc.	Conductor - New Vendor MSA dated Jun 01 2022	4/23/2023
15	DARKTRACE	Maurice Wilkes Building Cowley Road,, ATTN: Legal, Cambridge, England	Bed Bath & Beyond Inc.	Dark Trace Agreement dated 07/01/2022	4/23/2023
16	DataChat, Inc	455 Science Drive, Suite #155, Madison, WI 53711	Bed Bath & Beyond Inc.	DataChat SaaS Agreement dated 01/03/2022	4/23/2023
17	Demar Logistics, Inc.	376 Lies Road, Attn: Gene Doerr, Carol Stream, IL 60188	Bed Bath & Beyond Inc.	Distribution Service Agreement dated 12/01/2005	5/31/2023

18	Demar Logistics, Inc.	376 Lies Road, Attn: Gene Doerr, Carol Stream, IL 60188	Bed Bath & Beyond Inc.	2022 AMENDMENT TO DISTRIBUTION SERVICE AGREEMENT dated 09/01/2022	5/31/2023
19	DOUBLEVERIFY INC	233 Spring St. 4th fl, ATTN: Legal, New York, NY 10013	Bed Bath & Beyond Inc.	Bed Bath-MSA (3)x	4/23/2023
20	DRX Works (BOX)	De Zaale 11, Attn: Legal, Eindhoven 5612AJ	Bed Bath & Beyond Inc.	Service Agreement	4/23/2023
21	ELASTICSEARCH INC	88 Kearny Street, ATTN: Legal, San Francisco, CA 94108	Bed Bath & Beyond Inc.	ElasticSearch GCP-MP Lookup Inventory Cluster dated Jul 01 2022	4/23/2023
22	ELASTICSEARCH INC	88 Kearny Street, ATTN: Legal, San Francisco, CA 94108	Bed Bath & Beyond Inc.	Cloud Addendum dated Jun 15 2022	4/23/2023
23	EPSILON DATA MANAGEMENT LLC	6021 Connection Dr, ATTN: Legal Department/Urgent, Irving, TX 75039	Bed Bath & Beyond Inc.	Epsilon PeopleCloud Digital Media Solutions dated Jan 02 2023	5/8/2023
24	Exelon Generation Company, LLC	1310 Point Street, 8th Floor, Attn: Dan Heim, Baltimore, Maryland 21231	Bed Bath & Beyond Inc.	AGREEMENT FOR THE PURCHASE AND SALE OF SOLAR RENEWABLE ENERGY CERTIFICATES dated 05/20/2020	4/23/2023
25	Exelon Generation Company, LLC	1310 Point Street, 8th Floor, Attn: Dan Heim, Baltimore, Maryland 21231	Bed Bath & Beyond Inc.	AMENDMENT NO. 1 TO AGREEMENT FOR THE PURCHASE AND SALE OF RENEWABLE ENERGY CERTIFICATES dated 06/06/2022	4/23/2023
26	FlexPrint	2845 N.OMAHA STREET, Attn: Legal, MESA, AZ 85215	Bed Bath & Beyond Inc.	Printer Maintenance - FlexPrint Managed Print Services - Canada	4/23/2023
27	FlexPrint	2845 N.OMAHA STREET, Attn: Legal, MESA, AZ 85215	Bed Bath & Beyond Inc.	Printer Maintenance - FlexPrint Managed Print Services - Harmon	4/23/2023
28	FlexPrint	2845 N.OMAHA STREET, Attn: Legal, MESA, AZ 85215	Bed Bath & Beyond Inc.	Printer Maintenance - FlexPrint Managed Print Services - Baby Canada	4/23/2023
29	FOTOCARE	41 W 22nd St, ATTN: Legal, New York, NY 10010	Bed Bath & Beyond Inc.	Fotocare image lab MSA dated Sep 01 2022	4/23/2023
30	Fresh Address, LLC	36 Crafts Street, Attn: Chief Executive Officer, Newton, MA 02458	Bed Bath & Beyond Inc.	FreshAddress: BBBY_AutoSTS DPA dated Jul 15 2022	4/23/2023
31	Hagerman & Company	PO Box 139, 505 Sunset Court, Attn: Legal, MOUNT ZION, IL 62549	Bed Bath & Beyond Inc.	Service Agreement	4/23/2023
32	IncendioWorks LLC	1314 W McDermott Dr Suite 106-720, ATTN: Legal, Allen, TX 75013	Bed Bath & Beyond Inc.	Incendio MSA dated Jun 08 2022	4/23/2023
33	INFOR (US) INC	13560 MORRIS RD, ATTN: Legal, ALPHARETTA, GA 30004	Bed Bath & Beyond Inc.	Infor Maintenance Renewal (Lawson) 2022	4/23/2023
34	J.W. Logistics Operations, LLC	3801 Parkwood Blvd., Suite 500, Attn: Legal, Frisco, Texas 75034	Bed Bath & Beyond Inc.	Distribution Service Agreement (KCM) dated 02/28/2021	5/31/2023
35	J.W. Logistics Operations, LLC	3801 Parkwood Blvd., Suite 500, Attn: Legal, Frisco, Texas 75034	Bed Bath & Beyond Inc.	2022 AMENDMENT TO DISTRIBUTION SERVICE AGREEMENT (KCM) dated 11/01/2022	5/31/2023

36	J.W. Logistics Operations, LLC	3801 Parkwood Blvd., Suite 500, Attn: Legal, Frisco, Texas 75034	Bed Bath & Beyond Inc.	Distribution Service Agreement (DAL) dated 02/28/2021	5/31/2023
37	J.W. Logistics Operations, LLC	3801 Parkwood Blvd., Suite 500, Attn: Legal, Frisco, Texas 75034	Bed Bath & Beyond Inc.	2022 AMENDMENT TO DISTRIBUTION SERVICE AGREEMENT (DAL) dated 11/01/2022	5/31/2023
38	James E. Mazzo	[Redacted]	Bed Bath & Beyond Inc.	Deferred Compensation Agreement dated 02/01/1990	4/23/2023
39	Jones Lang LaSalle Americas, Inc.	1 Meadowlands Plaza, Suite 804, Attention: David Knee, East Rutherford, NJ 07073	Bed Bath & Beyond Inc.	Exclusive Agency and Compensation Agreement – 3 Enterprise Drive, Secaucus, New Jersey dated 04/03/2023	4/23/2023
40	Jones Lang LaSalle Americas, Inc.	1 Meadowlands Plaza, Suite 804, Attention: David Knee, East Rutherford, NJ 07073	Bed Bath & Beyond Inc.	Exclusive Agency and Compensation Agreement – 1200 Springfield Road, Union dated 10/27/2022	4/23/2023
41	Jones Lang LaSalle Americas, Inc.	1 Meadowlands Plaza, Suite 804, Attention: David Knee, East Rutherford, NJ 07073	Bed Bath & Beyond Inc.	Exclusive Agency and Compensation Agreement – 1001 W Middlesex Avenue, Port Reading NJ 07064 dated 04/04/2023	4/23/2023
42	Jones Lang LaSalle Americas, Inc.	1 Meadowlands Plaza, Suite 804, Attention: David Knee, East Rutherford, NJ 07073	Bed Bath & Beyond Inc.	Exclusive Agency and Compensation Agreement – 11 Taft Road, Totowa, NJ	4/23/2023
43	Jones Lang LaSalle Brokerage, Inc.	650 S. Tryon Ste. 600, Attention: Brad Cherry, Charlotte, NC 28202	Bed Bath & Beyond Inc.	Agreement - 2436 Penny Road, Claremont, NC dated 11/14/2022	4/23/2023
44	Jones Lang LaSalle Brokerage, Inc.	650 S. Tryon Ste. 600, Attention: Brad Cherry, Charlotte, NC 28202	Bed Bath & Beyond Inc.	Service Agreement - 6120 Clinker Drive, Jurupa Valley, California dated 03/01/2023	4/23/2023
45	Jones Lang LaSalle Brokerage, Inc.	650 S. Tryon Ste. 600, Attention: Brad Cherry, Charlotte, NC 28202	Bed Bath & Beyond Inc.	Services Agreement - 2700 S. Valley Parkway, Lewisville, Texas 75067 dated 03/17/2023	4/23/2023
46	KEPLER GROUP LLC	6 East 32nd Street, 9th Floor, ATTN: Kepler Group Legal Department, New York, NY 10016	Bed Bath & Beyond Inc.	Retail-Media-Network-Kepler-Change-of-Pricing-Structure dated May 23 2022	4/23/2023
47	LINDENMEYR CENTRAL	3 Manhattanville Rd, ATTN: Legal, Purchase, NY 10577	Bed Bath & Beyond Inc.	Lindenmeyr - BBB Paper Supply and Services Agreement - final - 2.15.21 (execution copy)v2x dated Feb 15 2021	4/23/2023
48	MATTERPORT	352 E. Java Drive, ATTN: Legal, Sunnyvale, CA 94089	Bed Bath & Beyond Inc.	Matterport Inc. Director of Accounts Receivable MSA 8.17.22 dated Aug 17 2022	4/23/2023
49	Media Monks	Zemoga Inc., 120 Old Ridgefield, Attn: Nancy Glatt, Controller, Wilton, CT 06897	Bed Bath & Beyond Inc.	MM and BBB Creative Production SOW 2023 dated Apr 01 2023	4/23/2023
50	MILLER ZELL INC.	6100 Fulton Industrial Blvd SW, ATTN: Legal, Atlanta, GA 30336	Bed Bath & Beyond Inc.	Miller Zell MSA dated Jul 15 2022	4/23/2023
51	MILLER ZELL INC.	6100 Fulton Industrial Blvd SW, ATTN: Legal, Atlanta, GA 30336	Bed Bath & Beyond Inc.	Miller Zell Outsourced Services Agreement dated May 02 2022	4/23/2023



52	MIRO	RealtimeBoard Inc. dba Miro, 201 Spear Street, Suite 1100, Attention: Legal Department, San Francisco, CA 94105	Bed Bath & Beyond Inc.	MSA - BBB & Miro dated 04/05/2023	4/23/2023
53	Mobile Mini Texas Limited	PO BOX 740773, Attn: Legal, CINCINNATI, OH 45274	Bed Bath & Beyond Inc.	Master Equipment Lease Agreement dated 09/24/2021	4/23/2023
54	MOTUS LLC	60 SOUTH STREET, Attn: Legal, BOSTON, MA 02111	Bed Bath & Beyond Inc.	Motus Renewal - travel/mileage reimbursement	4/23/2023
55	MOVABLE INK	5 Bryant Park, 9th FL., ATTN: Legal, New York, NY 10018	Bed Bath & Beyond Inc.	Movable Ink Renewal dated Sep 25 2022	4/23/2023
56	MY MOVE LLC	1101 Red Venture Drive, ATTN: Legal, Fort Mill, SC 29707	Bed Bath & Beyond Inc.	MYMOVE, LLC - Moversource Platoform Insertion dated Mar 28 2022	4/23/2023
57	Ocucom Corp	333 Mamaroneck Ave., ATTN: Legal, White Plains, NY 10605	Bed Bath & Beyond Inc.	Revised MSA (ABX comments 5-21-21)x	4/23/2023
58	Oliver Wyman, Inc.	1166 6th Avenue, Attn: Legal & Retail Consumer Goods, New York, NY 10036	Bed Bath & Beyond Inc.	Services Agreement dated 07/13/2020	4/23/2023
59	Oliver Wyman, Inc.	1166 6th Avenue, Attn: Legal & Retail Consumer Goods, New York, NY 10036	Bed Bath & Beyond Inc.	Hosting, Support, Maintenance & Enhancement Agreement for Promotions Optimization Tool dated 04/10/2021	4/23/2023
60	Oliver Wyman, Inc.	1166 6th Avenue, Attn: Legal & Retail Consumer Goods, New York, NY 10036	Bed Bath & Beyond Inc.	Software Deployment, Implementation, License and Related Services Agreement dated 07/10/2020	4/23/2023
61	Omnidian, Inc	107 Spring Street , Attn: Legal, Seattle, WA 98104	Bed Bath & Beyond Inc.	Master Service Agreement dated 10/26/2022	4/23/2023
62	OPTIMINE SOFTWARE INC	400 1st avenue N, suite 525, ATTN: Legal Counsel, Minneapolis MN 55401	Bed Bath & Beyond Inc.	Amendment No. 1 to OptiMine Insight Services Agreement dated Sep 19 2022	4/23/2023
63	Outsourcing Management Limited	PO Box 1093, ATTN: Legal Counsel/Corporate Secretary, HF4 Hewanorra Freezone, Vieux Fort	Bed Bath & Beyond Inc.	Outsourcing Management Limited - MSA dated Mar 16 2023	4/23/2023
64	Ryder Integrated Logistics, Inc.	11690 NW 105 STREET, MIAMI, FL 33178	Bed Bath & Beyond Inc.	Warehouse and Logistics Services Agreement	6/15/2023
65	Pathmark Transportation	5050 Poplar Avenue, Suite 900, Attn: Wes Kraker, Memphis, TN 38157	Bed Bath & Beyond Inc.	Distribution Service Agreement dated 10/03/2014	5/31/2023
66	Pathmark Transportation	5050 Poplar Avenue, Suite 900, Attn: Wes Kraker, Memphis, TN 38157	Bed Bath & Beyond Inc.	2022 AMENDMENT TO DISTRIBUTION SERVICES AGREEMENT dated 02/14/2022	5/31/2023
67	Power Factors LLC	135 Main Street, Suite 1750, Attn: Legal, San Francisco	Bed Bath & Beyond Inc.	Data Platform Service Agreement dated 11/07/2022	4/23/2023
68	PREGO EXPO	3660 Howell Branch Court, ATTN: Juliana Geisler, Winter Park, FL 32792	Bed Bath & Beyond Inc.	Prego Expo Agreement 2023 dated Jan 01 2023	4/23/2023
69	QL2 SOFTWARE LLC	3700 O'Donnell Street, Suite 200, Attn: Legal, Baltimore, MD 21224	Bed Bath & Beyond Inc.	QL2 Software LLC- Hosted Services Agreement dated 01/15/2019	4/23/2023

70	QL2 SOFTWARE LLC	3700 O'Donnell Street, Suite 200, Attn: Legal, Baltimore, MD 21224	Bed Bath & Beyond Inc.	QL2 Software LLC- Amendment 1 to HSA dated 01/14/2021	4/23/2023
71	QUAD GRAPHICS INC	N61W23044 Harry's Way, Attn: Juan Mostek - Credit, Sussex, WI 53089	Bed Bath & Beyond Inc.	Data Processing Addendum dated Nov 15 2022	4/23/2023
72	Regional Integrated Logistics, Inc.	2321 Kenmore Ave, Attn: Legal, Buffalo, NY 14207	Bed Bath & Beyond Inc.	Distribution Service Agreement dated 04/27/2013	5/31/2023
73	Regional Integrated Logistics, Inc.	2321 Kenmore Ave, Attn: Legal, Buffalo, NY 14207	Bed Bath & Beyond Inc.	2022 Amendment to Distribution Service Agreement dated 01/20/2022	5/31/2023
74	Revionics	Aptos, Inc., 9300 Trans-Canada Highway, Suite 300, Attn: Legal, Saint-Laurent, Quebec H4S 1K5	Bed Bath & Beyond Inc.	Amendment #2 - Software Services and License Agreement Renewal dated 06/02/2022	4/23/2023
75	Rokt	Attn: Legal Department, 3 PHILLIP STREET, #11-01, ROYAL GROUP BUILDING, SINGAPORE 048693	Bed Bath & Beyond Inc.	ROKT ECOMMERCE SERVICES AGREEMENT dated May 01 2023	4/23/2023
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86	VALASSIS DIRECT MAIL INC	15955 La Cantera Parkway, Attn: Legal Department, San Antonio, TX 78256	Bed Bath & Beyond Inc.	BBB Direct Mail Order IHW #2 12.10 - 12.13 - Fully executed dated Oct 28 2021	4/23/2023
87	VECTOR SECURITY INC	P.O. BOX 89462, ATTN: Legal, CLEVELAND, OH 44101	Bed Bath & Beyond Inc.	Vector - Facilities MSA dated 03/16/2023	4/23/2023
88	VERINT AMERICAS INC	800 North Point Parkway, ATTN: Legal, Alpharetta, GA 30005	Bed Bath & Beyond Inc.	Verint Digital Feedback SaaS Annual Renewal dated Oct 01 2022	4/23/2023

**Exhibit B**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

**Caption in Compliance with D.N.J. LBR 9004-1(b)**

**KIRKLAND & ELLIS LLP**

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*Co-Counsel for Debtors and Debtors in Possession*

In re:

BED BATH & BEYOND INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

**TENTH ORDER  
APPROVING THE REJECTION OF CERTAIN EXECUTORY CONTRACTS**

<sup>1</sup> The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Case is 650 Liberty Avenue, Union, New Jersey 07083.

The relief set forth on the following pages, numbered three (3) through five (5), is  
**ORDERED.**

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Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359 (VFP)

Caption of Order: Tenth Order Approving the Rejection of Certain Executory Contracts

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Upon the *Order (I) Authorizing and Approving Procedures to Reject Executory Contracts and Unexpired Leases and (II) Granting Related Relief* (the “Procedures Order”)<sup>1</sup> [Docket No. 382] of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and the Court having jurisdiction over this matter and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and the Debtors having properly filed and served a Rejection Notice on each applicable party as set forth in the Rejection Schedule, attached hereto as **Exhibit 1**, in accordance with the terms of the Procedures Order; and no timely objections have been filed to the Rejection of such Contracts; and due and proper notice of the Procedures Order and the Rejection Notice having been provided to each applicable Rejection Counterparty as set forth in the Rejection Schedule and it appearing that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Contracts listed on the Rejection Schedule attached hereto as **Exhibit 1** are rejected under section 365 of the Bankruptcy Code effective as of the later of the Rejection Date listed on **Exhibit 1** or such other date as the Debtors and the applicable Rejection Counterparty agrees; *provided, however*, that the Rejection Date for a rejection of a lease of non-residential real property shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Procedures Order.

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Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359 (VFP)

Caption of Order: Tenth Order Approving the Rejection of Certain Executory Contracts

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and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises.

2. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Contract; *provided, however*, that (i) nothing shall modify any requirement under applicable law with respect to the removal of any hazardous materials as defined under applicable law from any of the Debtors' leased premises (ii) to the extent the Debtors seek to abandon personal property that contains "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code (the "PII"), the Debtors will use commercially reasonable efforts to remove the PII from such personal property before abandonment, and (iii) within five (5) business days of filing a Rejection Notice, the Debtors will make reasonable efforts to contact any third parties that may be known to the Debtors to have a property interest in the Abandoned Property and ask such third parties to remove or cause to be removed personal property, if any, from the premises prior to the Rejection Date. Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such property without notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition. The rights of the applicable landlord to assert claims with respect to such disposition of the abandoned property are reserved, as are all parties' rights to object to such claims.



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Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359 (VFP)

Caption of Order: Tenth Order Approving the Rejection of Certain Executory Contracts

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3. Claims arising out of the rejection of Contracts, if any, must be filed in accordance with the Plan or on or before the later of (i) the deadline for filing proofs of claim established in these Chapter 11 Cases, if any, and (ii) 30 days after the later of (A) the date of entry of this Order, and (B) the Rejection Date. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these Chapter 11 Cases.

4. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order and the rejection without further order from this Court.

5. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**Exhibit 1**

**Rejection Schedule**

No.	Non-Debtor Counterparty	Counterparty Address	Debtor	Contract Description	Rejection Effective Date
1	360 Project Management, LLC	125 WEST LIBERTY RD, Attn: Legal, SLIPPERY ROCK, PA 16057	Bed Bath & Beyond Inc.	Service Master Agreement dated 05/24/2021	4/23/2023
2	Ads Post X Inc	1624 Shenandoah Dr E, Attn: President, Seattle, WA 98112	Bed Bath & Beyond Inc.	Ads Post X dated Nov 18 2022	5/8/2023
3	Alteryx	17200 Laguna Canyon Road, Irvine, CA 92618	Bed Bath & Beyond Inc.	Alteryx Software License dated 09/17/2021	4/23/2023
4	APTOS INC	5505 N CUMBERLAND AVE, DEPT CH17281, SUITE 307, CHICAGO, IL 60656	Bed Bath & Beyond Inc.	Aptos Maintenance Renewal 2022 dated 06/04/2022	4/23/2023
5	ASANA INC	633 Folsom St. Suite 100, ATTN: Legal Department, San Francisco, CA 94107	Bed Bath & Beyond Inc.	Asana Enterprise Subscription dated Mar 21 2022	4/23/2023
6	BRIDGETREE LLC_MRK269814	133 North Main Street, Attn: Legal, Mooresville, NC 28115	Bed Bath & Beyond Inc.	Bridgetree, LLC MSA dated Mar 01 2016	4/23/2023
7	BRIDGETREE LLC_MRK269814	133 North Main Street, Attn: Legal, Mooresville, NC 28115	Bed Bath & Beyond Inc.	Data Processing Addendum dated Nov 11 2022	4/23/2023
8	BROWSERSTACK INC	4512 LEGACY DRIVE SUITE 100, PLANO, TX 75024	Bed Bath & Beyond Inc.	BrowserStack Subscription Renewal dated 05/20/2022	4/23/2023
9	Button, Inc	PO Box 8176, PMB 90775, ATTN: Legal, Greenwich CT 06836-8021,	Bed Bath & Beyond Inc.	Button PostTap App MSA dated Jun 30 2022	4/23/2023
10	CASE SNOW MANAGEMENT LLC	356 JOHN DIETSCH BLVD., North Attleborough, MA 02763	Bed Bath & Beyond Inc.	Case Snow Management - Facilities MSA	4/23/2023
11	CITRUS AD INTERNATIONAL INC	136 4th St North, Suite 326, 136 4th St North, Suite 326, ATTN: David Haase, St Petersburg, FL 33701	Bed Bath & Beyond Inc.	CitrusAd Retail Media Program Marketing Services Restated Agreement dated Apr 01 2022	5/8/2023
12	Clarus Direct, LLC	500 Enterprise Dr, ATTN: Legal, Rocky Hill, CT 06067	Bed Bath & Beyond Inc.	Clarus IO 2022 dated Sep 01 2022	5/8/2023
13	Concentrix	44111 NOBEL DRIVE, ATTN: DAVID ST PIERRE, FREMONT, CA 94538	Bed Bath & Beyond Inc.	Concentrix Solutions - MSA dated 03/01/2021	5/12/2023
14	Conductor, LLC	2 Park Ave 15th fl, ATTN: Legal, New York, NY 10016	Bed Bath & Beyond Inc.	Conductor - New Vendor MSA dated Jun 01 2022	4/23/2023
15	DARKTRACE	Maurice Wilkes Building Cowley Road,, ATTN: Legal, Cambridge, England	Bed Bath & Beyond Inc.	Dark Trace Agreement dated 07/01/2022	4/23/2023
16	DataChat, Inc	455 Science Drive, Suite #155, Madison, WI 53711	Bed Bath & Beyond Inc.	DataChat SaaS Agreement dated 01/03/2022	4/23/2023
17	Demar Logistics, Inc.	376 Lies Road, Attn: Gene Doerr, Carol Stream, IL 60188	Bed Bath & Beyond Inc.	Distribution Service Agreement dated 12/01/2005	5/31/2023

18	Demar Logistics, Inc.	376 Lies Road, Attn: Gene Doerr, Carol Stream, IL 60188	Bed Bath & Beyond Inc.	2022 AMENDMENT TO DISTRIBUTION SERVICE AGREEMENT dated 09/01/2022	5/31/2023
19	DOUBLEVERIFY INC	233 Spring St. 4th fl, ATTN: Legal, New York, NY 10013	Bed Bath & Beyond Inc.	Bed Bath-MSA (3)x	4/23/2023
20	DRX Works (BOX)	De Zaale 11, Attn: Legal, Eindhoven 5612AJ	Bed Bath & Beyond Inc.	Service Agreement	4/23/2023
21	ELASTICSEARCH INC	88 Kearny Street, ATTN: Legal, San Francisco, CA 94108	Bed Bath & Beyond Inc.	ElasticSearch GCP-MP Lookup Inventory Cluster dated Jul 01 2022	4/23/2023
22	ELASTICSEARCH INC	88 Kearny Street, ATTN: Legal, San Francisco, CA 94108	Bed Bath & Beyond Inc.	Cloud Addendum dated Jun 15 2022	4/23/2023
23	EPSILON DATA MANAGEMENT LLC	6021 Connection Dr, ATTN: Legal Department/Urgent, Irving, TX 75039	Bed Bath & Beyond Inc.	Epsilon PeopleCloud Digital Media Solutions dated Jan 02 2023	5/8/2023
24	Exelon Generation Company, LLC	1310 Point Street, 8th Floor, Attn: Dan Heim, Baltimore, Maryland 21231	Bed Bath & Beyond Inc.	AGREEMENT FOR THE PURCHASE AND SALE OF SOLAR RENEWABLE ENERGY CERTIFICATES dated 05/20/2020	4/23/2023
25	Exelon Generation Company, LLC	1310 Point Street, 8th Floor, Attn: Dan Heim, Baltimore, Maryland 21231	Bed Bath & Beyond Inc.	AMENDMENT NO. 1 TO AGREEMENT FOR THE PURCHASE AND SALE OF RENEWABLE ENERGY CERTIFICATES dated 06/06/2022	4/23/2023
26	FlexPrint	2845 N.OMAHA STREET, Attn: Legal, MESA, AZ 85215	Bed Bath & Beyond Inc.	Printer Maintenance - FlexPrint Managed Print Services - Canada	4/23/2023
27	FlexPrint	2845 N.OMAHA STREET, Attn: Legal, MESA, AZ 85215	Bed Bath & Beyond Inc.	Printer Maintenance - FlexPrint Managed Print Services - Harmon	4/23/2023
28	FlexPrint	2845 N.OMAHA STREET, Attn: Legal, MESA, AZ 85215	Bed Bath & Beyond Inc.	Printer Maintenance - FlexPrint Managed Print Services - Baby Canada	4/23/2023
29	FOTOCARE	41 W 22nd St, ATTN: Legal, New York, NY 10010	Bed Bath & Beyond Inc.	Fotocare image lab MSA dated Sep 01 2022	4/23/2023
30	Fresh Address, LLC	36 Crafts Street, Attn: Chief Executive Officer, Newton, MA 02458	Bed Bath & Beyond Inc.	FreshAddress: BBBY_AutoSTS DPA dated Jul 15 2022	4/23/2023
31	Hagerman & Company	PO Box 139, 505 Sunset Court, Attn: Legal, MOUNT ZION, IL 62549	Bed Bath & Beyond Inc.	Service Agreement	4/23/2023
32	IncendioWorks LLC	1314 W McDermott Dr Suite 106-720, ATTN: Legal, Allen, TX 75013	Bed Bath & Beyond Inc.	Incendio MSA dated Jun 08 2022	4/23/2023
33	INFOR (US) INC	13560 MORRIS RD, ATTN: Legal, ALPHARETTA, GA 30004	Bed Bath & Beyond Inc.	Infor Maintenance Renewal (Lawson) 2022	4/23/2023
34	J.W. Logistics Operations, LLC	3801 Parkwood Blvd., Suite 500, Attn: Legal, Frisco, Texas 75034	Bed Bath & Beyond Inc.	Distribution Service Agreement (KCM) dated 02/28/2021	5/31/2023
35	J.W. Logistics Operations, LLC	3801 Parkwood Blvd., Suite 500, Attn: Legal, Frisco, Texas 75034	Bed Bath & Beyond Inc.	2022 AMENDMENT TO DISTRIBUTION SERVICE AGREEMENT (KCM) dated 11/01/2022	5/31/2023

36	J.W. Logistics Operations, LLC	3801 Parkwood Blvd., Suite 500, Attn: Legal, Frisco, Texas 75034	Bed Bath & Beyond Inc.	Distribution Service Agreement (DAL) dated 02/28/2021	5/31/2023
37	J.W. Logistics Operations, LLC	3801 Parkwood Blvd., Suite 500, Attn: Legal, Frisco, Texas 75034	Bed Bath & Beyond Inc.	2022 AMENDMENT TO DISTRIBUTION SERVICE AGREEMENT (DAL) dated 11/01/2022	5/31/2023
38	James E. Mazzo	[Redacted]	Bed Bath & Beyond Inc.	Deferred Compensation Agreement dated 02/01/1990	4/23/2023
39	Jones Lang LaSalle Americas, Inc.	1 Meadowlands Plaza, Suite 804, Attention: David Knee, East Rutherford, NJ 07073	Bed Bath & Beyond Inc.	Exclusive Agency and Compensation Agreement – 3 Enterprise Drive, Secaucus, New Jersey dated 04/03/2023	4/23/2023
40	Jones Lang LaSalle Americas, Inc.	1 Meadowlands Plaza, Suite 804, Attention: David Knee, East Rutherford, NJ 07073	Bed Bath & Beyond Inc.	Exclusive Agency and Compensation Agreement – 1200 Springfield Road, Union dated 10/27/2022	4/23/2023
41	Jones Lang LaSalle Americas, Inc.	1 Meadowlands Plaza, Suite 804, Attention: David Knee, East Rutherford, NJ 07073	Bed Bath & Beyond Inc.	Exclusive Agency and Compensation Agreement – 1001 W Middlesex Avenue, Port Reading NJ 07064 dated 04/04/2023	4/23/2023
42	Jones Lang LaSalle Americas, Inc.	1 Meadowlands Plaza, Suite 804, Attention: David Knee, East Rutherford, NJ 07073	Bed Bath & Beyond Inc.	Exclusive Agency and Compensation Agreement – 11 Taft Road, Totowa, NJ	4/23/2023
43	Jones Lang LaSalle Brokerage, Inc.	650 S. Tryon Ste. 600, Attention: Brad Cherry, Charlotte, NC 28202	Bed Bath & Beyond Inc.	Agreement - 2436 Penny Road, Claremont, NC dated 11/14/2022	4/23/2023
44	Jones Lang LaSalle Brokerage, Inc.	650 S. Tryon Ste. 600, Attention: Brad Cherry, Charlotte, NC 28202	Bed Bath & Beyond Inc.	Service Agreement - 6120 Clinker Drive, Jurupa Valley, California dated 03/01/2023	4/23/2023
45	Jones Lang LaSalle Brokerage, Inc.	650 S. Tryon Ste. 600, Attention: Brad Cherry, Charlotte, NC 28202	Bed Bath & Beyond Inc.	Services Agreement - 2700 S. Valley Parkway, Lewisville, Texas 75067 dated 03/17/2023	4/23/2023
46	KEPLER GROUP LLC	6 East 32nd Street, 9th Floor, ATTN: Kepler Group Legal Department, New York, NY 10016	Bed Bath & Beyond Inc.	Retail-Media-Network-Kepler-Change-of-Pricing-Structure dated May 23 2022	4/23/2023
47	LINDENMEYR CENTRAL	3 Manhattanville Rd, ATTN: Legal, Purchase, NY 10577	Bed Bath & Beyond Inc.	Lindenmeyr - BBB Paper Supply and Services Agreement - final - 2.15.21 (execution copy)v2x dated Feb 15 2021	4/23/2023
48	MATTERPORT	352 E. Java Drive, ATTN: Legal, Sunnyvale, CA 94089	Bed Bath & Beyond Inc.	Matterport Inc. Director of Accounts Receivable MSA 8.17.22 dated Aug 17 2022	4/23/2023
49	Media Monks	Zemoga Inc., 120 Old Ridgefield, Attn: Nancy Glatt, Controller, Wilton, CT 06897	Bed Bath & Beyond Inc.	MM and BBB Creative Production SOW 2023 dated Apr 01 2023	4/23/2023
50	MILLER ZELL INC.	6100 Fulton Industrial Blvd SW, ATTN: Legal, Atlanta, GA 30336	Bed Bath & Beyond Inc.	Miller Zell MSA dated Jul 15 2022	4/23/2023
51	MILLER ZELL INC.	6100 Fulton Industrial Blvd SW, ATTN: Legal, Atlanta, GA 30336	Bed Bath & Beyond Inc.	Miller Zell Outsourced Services Agreement dated May 02 2022	4/23/2023

52	MIRO	RealtimeBoard Inc. dba Miro, 201 Spear Street, Suite 1100, Attention: Legal Department, San Francisco, CA 94105	Bed Bath & Beyond Inc.	MSA - BBB & Miro dated 04/05/2023	4/23/2023
53	Mobile Mini Texas Limited	PO BOX 740773, Attn: Legal, CINCINNATI, OH 45274	Bed Bath & Beyond Inc.	Master Equipment Lease Agreement dated 09/24/2021	4/23/2023
54	MOTUS LLC	60 SOUTH STREET, Attn: Legal, BOSTON, MA 02111	Bed Bath & Beyond Inc.	Motus Renewal - travel/mileage reimbursement	4/23/2023
55	MOVABLE INK	5 Bryant Park, 9th FL., ATTN: Legal, New York, NY 10018	Bed Bath & Beyond Inc.	Movable Ink Renewal dated Sep 25 2022	4/23/2023
56	MY MOVE LLC	1101 Red Venture Drive, ATTN: Legal, Fort Mill, SC 29707	Bed Bath & Beyond Inc.	MYMOVE, LLC - Moversource Platoform Insertion dated Mar 28 2022	4/23/2023
57	Ocucom Corp	333 Mamaroneck Ave., ATTN: Legal, White Plains, NY 10605	Bed Bath & Beyond Inc.	Revised MSA (ABX comments 5-21-21)x	4/23/2023
58	Oliver Wyman, Inc.	1166 6th Avenue, Attn: Legal & Retail Consumer Goods, New York, NY 10036	Bed Bath & Beyond Inc.	Services Agreement dated 07/13/2020	4/23/2023
59	Oliver Wyman, Inc.	1166 6th Avenue, Attn: Legal & Retail Consumer Goods, New York, NY 10036	Bed Bath & Beyond Inc.	Hosting, Support, Maintenance & Enhancement Agreement for Promotions Optimization Tool dated 04/10/2021	4/23/2023
60	Oliver Wyman, Inc.	1166 6th Avenue, Attn: Legal & Retail Consumer Goods, New York, NY 10036	Bed Bath & Beyond Inc.	Software Deployment, Implementation, License and Related Services Agreement dated 07/10/2020	4/23/2023
61	Omnidian, Inc	107 Spring Street , Attn: Legal, Seattle, WA 98104	Bed Bath & Beyond Inc.	Master Service Agreement dated 10/26/2022	4/23/2023
62	OPTIMINE SOFTWARE INC	400 1st avenue N, suite 525, ATTN: Legal Counsel, Minneapolis MN 55401	Bed Bath & Beyond Inc.	Amendment No. 1 to OptiMine Insight Services Agreement dated Sep 19 2022	4/23/2023
63	Outsourcing Management Limited	PO Box 1093, ATTN: Legal Counsel/Corporate Secretary, HF4 Hewanorra Freezone, Vieux Fort	Bed Bath & Beyond Inc.	Outsourcing Management Limited - MSA dated Mar 16 2023	4/23/2023
64	Ryder Integrated Logistics, Inc.	11690 NW 105 STREET, MIAMI, FL 33178	Bed Bath & Beyond Inc.	Warehouse and Logistics Services Agreement	6/15/2023
65	Pathmark Transportation	5050 Poplar Avenue, Suite 900, Attn: Wes Kraker, Memphis, TN 38157	Bed Bath & Beyond Inc.	Distribution Service Agreement dated 10/03/2014	5/31/2023
66	Pathmark Transportation	5050 Poplar Avenue, Suite 900, Attn: Wes Kraker, Memphis, TN 38157	Bed Bath & Beyond Inc.	2022 AMENDMENT TO DISTRIBUTION SERVICES AGREEMENT dated 02/14/2022	5/31/2023
67	Power Factors LLC	135 Main Street, Suite 1750, Attn: Legal, San Francisco	Bed Bath & Beyond Inc.	Data Platform Service Agreement dated 11/07/2022	4/23/2023
68	PREGO EXPO	3660 Howell Branch Court, ATTN: Juliana Geisler, Winter Park, FL 32792	Bed Bath & Beyond Inc.	Prego Expo Agreement 2023 dated Jan 01 2023	4/23/2023
69	QL2 SOFTWARE LLC	3700 O'Donnell Street, Suite 200, Attn: Legal, Baltimore, MD 21224	Bed Bath & Beyond Inc.	QL2 Software LLC- Hosted Services Agreement dated 01/15/2019	4/23/2023

70	QL2 SOFTWARE LLC	3700 O'Donnell Street, Suite 200, Attn: Legal, Baltimore, MD 21224	Bed Bath & Beyond Inc.	QL2 Software LLC- Amendment 1 to HSA dated 01/14/2021	4/23/2023
71	QUAD GRAPHICS INC	N61W23044 Harry's Way, Attn: Juan Mostek - Credit, Sussex, WI 53089	Bed Bath & Beyond Inc.	Data Processing Addendum dated Nov 15 2022	4/23/2023
72	Regional Integrated Logistics, Inc.	2321 Kenmore Ave, Attn: Legal, Buffalo, NY 14207	Bed Bath & Beyond Inc.	Distribution Service Agreement dated 04/27/2013	5/31/2023
73	Regional Integrated Logistics, Inc.	2321 Kenmore Ave, Attn: Legal, Buffalo, NY 14207	Bed Bath & Beyond Inc.	2022 Amendment to Distribution Service Agreement dated 01/20/2022	5/31/2023
74	Revionics	Aptos, Inc., 9300 Trans-Canada Highway, Suite 300, Attn: Legal, Saint-Laurent, Quebec H4S 1K5	Bed Bath & Beyond Inc.	Amendment #2 - Software Services and License Agreement Renewal dated 06/02/2022	4/23/2023
75	Rokt	Attn: Legal Department, 3 PHILLIP STREET, #11-01, ROYAL GROUP BUILDING, SINGAPORE 048693	Bed Bath & Beyond Inc.	ROKT ECOMMERCE SERVICES AGREEMENT dated May 01 2023	4/23/2023
76	Schneider Logistics Transloading & Distribution Inc.	3101 South Packerland Drive, Attn: Legal, Green Bay, WI 54313	Bed Bath & Beyond Inc.	Master Logistics Services Agreement dated 02/10/2020	5/31/2023
77	Schneider Logistics Transloading & Distribution Inc.	3101 South Packerland Drive, Attn: Legal, Green Bay, WI 54313	Bed Bath & Beyond Inc.	AMENDMENT NO. 2 TO THE MASTER LOGISTICS SERVICES AGREEMENT dated 03/22/2021	5/31/2023
78	SIRIUS COMPUTER SOLUTIONS INC	10100 REUNION PLACE,STE 500, ATTN: Legal, San Antonio, TX 78216	Bed Bath & Beyond Inc.	CROWN Template Licenses dated 07/15/2022	4/23/2023
79	Sitefolio	1037 NE 65th Street, Suite 229, Attn: Legal, Seattle, WA 98115	Bed Bath & Beyond Inc.	Subscription Agreement dated 12/18/2020	4/23/2023
80	Sitefolio	1037 NE 65th Street, Suite 229, Attn: Legal, Seattle, WA 98115	Bed Bath & Beyond Inc.	Amendment to Agreement dated 08/04/2021	4/23/2023
81	SPECIALISTS MARKETING SERVICES	777 Terrace Avenue, suite 401, ATTN: Legal Department, Hasbrouck Heights, NJ, 07604	Bed Bath & Beyond Inc.	SMS - Second Amendment to MSA dated Dec 16 2022	5/8/2023
82	SUN POWER CORPORATION, SYSTEMS	77 Rio Robles, Attention: Alex Rein, San Jose, CA 95134	Bed Bath & Beyond Inc.	AMENDED AND RESTATED SOLAR RENEWABLE ENERGY CERTIFICATE PURCHASE AND SALE AGREEMENT dated 06/26/2012	4/23/2023
83	SUN POWER CORPORATION, SYSTEMS	77 Rio Robles, Attention: Alex Rein, San Jose, CA 95134	Bed Bath & Beyond Inc.	SOLAR RENEWABLE ENERGY CERTIFICATE PURCHASE AND SALE AGREEMENT dated 12/29/2011	4/23/2023
84	United Rentals	100 FIRST STAMFORD PLACESUITE 700, Attn: Legal, STAMFORD, CT 06902	Bed Bath & Beyond Inc.	Service Agreement	4/23/2023
85	VALASSIS DIRECT MAIL INC	15955 La Cantera Parkway, Attn: Legal Department, San Antonio, TX 78256	Bed Bath & Beyond Inc.	BBB Direct Mail Order 10.15.21 - Fully Executed dated Oct 19 2021	4/23/2023

86	VALASSIS DIRECT MAIL INC	15955 La Cantera Parkway, Attn: Legal Department, San Antonio, TX 78256	Bed Bath & Beyond Inc.	BBB Direct Mail Order IHW #2 12.10 - 12.13 - Fully executed dated Oct 28 2021	4/23/2023
87	VECTOR SECURITY INC	P.O. BOX 89462, ATTN: Legal, CLEVELAND, OH 44101	Bed Bath & Beyond Inc.	Vector - Facilities MSA dated 03/16/2023	4/23/2023
88	VERINT AMERICAS INC	800 North Point Parkway, ATTN: Legal, Alpharetta, GA 30005	Bed Bath & Beyond Inc.	Verint Digital Feedback SaaS Annual Renewal dated Oct 01 2022	4/23/2023